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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

Before The Honorable William H. Orrick, Judge

HUAWEI TECHNOLOGIES CO., LTD.; HUAWEI DEVICE USA, INC.; and HUAWEI TECHNOLOGIES USA, INC.,	)	
Plaintiffs,	)	
VS.	)	**NO. C 16-02787 WHO**
SAMSUNG ELECTRONICS CO., LTD., and SAMSUNG ELECTRONICS AMERICA, INC.,	)	
Defendants.	)	

San Francisco, California
Wednesday, April 19, 2017

TRANSCRIPT OF PROCEEDINGS

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Wednesday - April 19, 2017 **3:12 p.m.**

P R O C E E D I N G S

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THE CLERK: Calling Civil Matter 16-2787, Huawei Technologies Company Limited, et al., versus Samsung Electronic Company Limited, et al.

Counsel, please come forward and state your appearance.

MS. YANG: Good afternoon, Your Honor. Irene Yang for plaintiff Huawei, and with me are Mike Bettinger and Nate Greenblatt.

THE COURT: Good afternoon.

MR. JOHNSON: Good afternoon, Your Honor. Kevin Johnson from Quinn Emmanuel on behalf of Samsung, and with me are Charlie Verhoeven and Iman Lordgooei.

THE COURT: Welcome.

All right. So we have two things that I want to do. One is the motion to amend, and then I want to talk about the joint statement and figure that one out, and I have some other case managey-like questions to ask when we get there.

So with the motion to amend, so, first of all, I do believe that the rationale of the patent local rules require conception dates. I don't think that Samsung was particularly diligent since it had the documents in its possession, but I don't see any prejudice on Huawei's behalf.

And in this situation, there was -- it seems like there

was ongoing communication between the parties and work to try to get the conception date and the documents up. It's not, to me, a similar situation to the *Thought v. Oracle* matter where the disclosures came two years later and really did affect what was going on in the litigation.

So given that ongoing effort, I don't see the gamesmanship and the problem. So I'm interested, Ms. Yang, in your explanation, but at the moment I'm not inclined to grant the motion -- or I am inclined to grant the motion to amend.

MS. YANG: Sure.

So, Your Honor, just to lay out the framework, as numerous cases have held, as the *Thought v. Oracle* case held, as the *Harvatek* and other cases have held, good cause requires, first, diligence; and, second, if diligence has been shown, then you look to what the prejudice is to the nonmoving party.

So here our position is Samsung has not shown diligence. The burden is on Samsung to show that they have been diligent. They asserted these patents back in August. The infringement contentions were due at the end of October. As you noted, there was back and forth about whether conception dates were required. Our position was they were required.

And so in December, Samsung gave a conception date for the '105 patent, and in January, on January 10th, Samsung gave a conception date for the '827 patent. That was 10 days before the invalidity contentions were due; and so, as a result, from

Huawei's perspective, we thought, *You know, this is before the invalidity contentions are due. We have the opportunity to take this into account as we're doing the prior art search, doing our analysis, so we'll agree to this.*

So invalidity contentions go in on the 20th. Three, three and a half weeks later we get this request to amend the conception date.

And so, as Your Honor noted, you know, the question is could -- from what we can tell, it appears that Samsung did have these documents in their possession. The only evidence that they've submitted about -- you know, as an explanation for their diligence is two sentences in an attorney declaration saying that there were documents from archival resources, including some associated with a prior litigation, different counsel of record were located and made available after the infringement contentions.

But there's no discussion about, you know, whether there was any diligence in looking for these documents between August and October. Samsung didn't tell us that they thought there were these archives that might exist and they were looking for documents. There's no explanation about why these documents weren't available before, you know, when the search was started. Basically we have no information about it.

But at the end of the day, what it comes down to for us is, on the diligence, you know, that the timeline -- and we're

not necessarily saying that there was nefarious intent here with the timing or anything, but the way the timing works out --

THE COURT: There would be no purpose. There would be no purpose to it. The problem that I have with your position, if I find that they're marginally diligent, they were looking for the information, and the starting point was that they had to comply with what you were asking, which happens to be my somewhat minority position on conception dates, and they end up finding some documents after January 20th, or whenever that date was. And what I'm wondering is how that hurts the litigation or hurts Huawei.

MS. YANG: Right. So, in addition to kind of the -- you know, what other cases in this district have found about the purpose of the patent rules here and flipping the order of events, there's a couple bases on which Huawei has been prejudiced.

So, first, you know, we've already spent the resources, the time, the attorney time, the client time, money, conducting prior art searches in reliance of the dates that they've provided. They gave us -- on January 10th, they gave us a conception date that -- for one of the patents, and we just accepted it and, you know, we conducted our search with that. So --

THE COURT: But these dates, they're so close in time.

And this is my own ignorance. I don't really understand how your process works, but how would your process be different?

MS. YANG: Well, so the reason that it is prejudicial is, by moving those dates just a few -- even, you know, five to seven days, it knocks out a number of prior art references that we have put in; right?

And so we've already spent this time, we've had this analysis. These are prior art references that, you know, prior to this change in the date, that under 102(a) were clearly prior art -- the dates, you know, were earlier than the asserted conception date -- and now as a result, you know, we're going to have to do extra discovery to -- third-party discovery to have to go and figure out under, *Okay. Well, maybe 102(g)(2), when was this third-party prior art actually invented.*

You know, we have to do this whole additional factual analysis that we wouldn't have had to do before that because, you know, before that, it was clear. The date is what it is.

The other thing is -- that I wanted to bring up is this conception document that they've asserted for the '105 patent, and that's the one that we are not able to see. That's the one that they put on the privilege log, and so we're in this position now where I would say we're extra-prejudiced on this one because they're trying to use this document that is on their privilege log that we can't see. So as a result, we

can't challenge it, and that would knock out some of our prior art references.

THE COURT: Well, I am sympathetic on that, so I'll look forward to hearing Mr. Johnson.

But is there anything else? I agree. You're going to have to know what that document is at some point --

MS. YANG: Right.

THE COURT: -- so that you can defend your case.

MS. YANG: Right.

THE COURT: All right. So, Mr. Johnson, tell me why I should think that you were diligent and then take on the other issues, and then tell me when you're going to let Huawei know what the prior art reference is that you've referenced on the confidential -- the --

MR. JOHNSON: The document on the privilege log?

THE COURT: On the log, yeah.

MR. JOHNSON: Let me start with the diligence factors, because I think, Your Honor, we have a different view. We believe we were diligent as we moved forward.

And I've prepared some slides, but just in the interest of time and trying to move this along, I'm just going to refer to the dates because I don't think there's any real dispute as to the dates.

You know --

THE COURT: Yeah, I actually have the dates in front

of me.

MR. JOHNSON: Right.

So we -- you know, Huawei -- there was some meet and confer -- as Your Honor suggested, there was meet and confer back and forth about whether conception dates were required. We had a different view. I understand Your Honor's view. We ultimately agreed to provide those dates, and we provided those dates on December 2nd.

And, you know, this is -- this is a big case with lots of patents as you know, and I'm sure we're going to talk about a little bit later, and these patents were involved in other litigation where there were other counsel involved in that other litigation as well.

And so, you know, we were sifting through, continuing to look through a lot of documents over time, and a lot of these documents are -- some of them are in English, some of them are in Korean. I mean, it's a long process to work through all of these, and we continued to look after we provided those dates on December 2nd.

And we first learned of this evidence in January of 2017; and as soon as we learned about it, we reached out to Huawei, or shortly thereafter, and talked about, you know, our desire to supplement our contentions at that point; and there was some further meet and conferring of -- you know, between the parties on that. And we actually sent them, they didn't ask for it,

but we sent them a draft of our supplemental contentions on February 15th, and then we identified the documents after that point.

And I can -- and one more, you know, is basically from their inventor's notes that we think support or corroborate an earlier conception date, and another document is a privilege document that we're going to have to come to terms with how we -- you know, whether we -- how we can rely upon that for purposes of conception. We think that we can.

But, you know, this argument over whether these documents are sufficiently, you know, described in a summary judgment motion is different than trying to establish a right. You know, the burden here is whether we have good cause to move forward with amending the contentions. And so challenging -- challenging whether those documents are sufficient to actually constitute early conception dates, that's, frankly, I think, for another day and would be challenged through either a summary judgment motion or some more merits in the case.

That's -- and that's what the cases -- that's what the *Roche* case talks about and also the *General Atomics* case. You know, the good cause requirement does not require the Court to analyze the strength of the plaintiffs' infringement contentions; and that's what I believe Huawei's counsel is sort of getting into now, is whether those documents actually sufficiently move the conception dates, you know, a few days

earlier.

So we believe that we were diligent, but I think, Your Honor, you know, from our standpoint, no matter what the record is on the diligence, frankly, there is no prejudice in this case.

And, you know, here no depositions have occurred. They haven't -- no depositions have been scheduled yet. They haven't taken the depositions or noticed the depositions of any of the inventors to ask what these documents are yet. I mean, that's all coming.

There's no specific date yet for the close of discovery as well. You know, there's some dispute about that -- or discussion about that and when that's going to happen. We're not talking about moving conception dates two years earlier or six years earlier like a lot of -- some of the cases talk about. You know, we're talking about four days and seven days respectively. We are amenable to allowing them to supplement their contentions.

And I think what's also, you know, interesting is we're not hearing that by moving it a few days, that the prior art is no longer going to be prior art. It may -- instead of being 102(a) prior art, it now may qualify as 102(g) prior art and that they're going to have to take some third-party discovery, which, again, they haven't noticed any third-party discovery or started that process yet anyway.

And at the end of the day, you know, there's still -- even with these new dates, Huawei has charted nine references that predate even these earlier conception dates; nine references for the '827 patent and 14 references for the '105 patent.

So, you know, doing another search, I'm not -- just in my experience over all the cases over the years, you know, parsing the conception dates, you know, doing a search, whether you move it for four or five days I don't think is going to yield different results.

But, in any event, the fact that they have so many references already charted that predate these even, you know, four- and seven-day moves on the conception dates I don't think reflects any prejudice here when I hear a little bit about, you know, money for searches and, you know, again, in the grand scheme of things with all of the disputes all over the world between these parties.

The cases talk a lot about getting to the right result on validity. You know, in the Samsung -- we provided a quote from the *Apple/Samsung* case that invalidity claims should, you know, stand or fall regardless of another party's theory of claim or scope. And so we amended our conception dates because we believe those are the correct dates. When we learned about the information, that's what we did and started that process with them.

THE COURT: All right. Anything else, Ms. Yang?

MS. YANG: Just a couple items.

So I know that the Court is aware of this, but as counsel said, this is a huge dispute. It's a worldwide dispute and that, I think is --

THE COURT: I remember.

MS. YANG: You know, our position on this is that the FRAND issues are the ones that should be resolved first, so I'll just leave it at that.

A couple of things just in response. So, one, counsel said that they had learned of the evidence in January of 2017 of the existence of these archives. This is the first time that I, at least, have heard of that.

MR. JOHNSON: I don't mean to interrupt, but not the archives. We learned of the documents. We knew about the archives, and I think that's in our papers. We knew about the archives. We searched the archives, but then we found additional documents that were not part of those archives.

Sorry.

MS. YANG: I see.

So, in any event, the archives that had these documents apparently. I mean, you know, we didn't find out until February 15th that the archives exist. So I would submit that that -- that Samsung hasn't met their burden on diligence.

And as to the argument about whether -- you know, that we shouldn't have to look at the content of the documents at this

point, that that is for later, which I think is going to the futility argument that Huawei raised, it's not just a futility issue, as I mentioned, especially for that document that's on the privilege log. That's a prejudice issue as well.

And the last point is on the point that, you know, that we haven't said that maybe we've lost prior art as a result of this because we can just go from 102(a) to 102(g)(2). I mean, you know, at this point we don't know if we've lost prior art because we've gone from a situation where we have references where on the dates we know that it's prior art, it's clearly prior art, to now having to go out and take third-party discovery to try to establish that it is, in fact, prior art.

So it may be that it turns out there is prior -- you know, that we have lost some prior art. It may be -- just standing here right now I don't know having not done that discovery.

But, you know, having to do third-party discovery, having to do third-party discovery for potentially foreign inventors, having to go through the Hague Convention, it's a process. It's not just something that can be done, you know, within two weeks or even 30 days necessarily. So I don't know that just -- that just supplementing -- you know, having some extra time to supplement our invalidity contentions really cures the prejudice to us of losing these prior art references.

THE COURT: Just so that I understand, you're speculating that there may be some need to do something with

respect to prior art that would require the third-party depositions?

MS. YANG: So at this point as it stands with the information we have, we have lost four prior art references by these change in dates, and so what we don't know is whether we may be able to rehab them through third-party discovery --

THE COURT: I see what you're saying.

MS. YANG: -- but right now we don't have them.

THE COURT: All right. I see what you're saying. All right. Submitted?

MR. JOHNSON: Thank you, Your Honor.

MS. YANG: Thank you, Your Honor.

THE COURT: All right. So let's go on to the joint statement.

MS. YANG: Sure. And Mike Bettinger will handle that for Huawei.

THE COURT: Fine.

MR. BETTINGER: Thank you.

MR. JOHNSON: And Mr. Verhoeven will be taking over.

THE COURT: Welcome.

MR. VERHOEVEN: Thank you, Your Honor.

MR. BETTINGER: Thanks for having us.

THE COURT: So I have one sort of overarching question, which will then help me get back to everything else, which is how we're going to get this case into a manageable

shape for trial. I'm very interested in that topic, and which probably means that a few months ago I should have limited the number of asserted claims and prior art references, which I didn't do.

So tell me -- help me out on where you are at the moment. How many asserted claims are there? How many prior art references are there?

MR. BETTINGER: There's more than 150 terms at issue between the two patents that have been identified for construction. Under Your Honor's rules, each side has chosen five. So 10 of the 150 terms that were identified --

THE COURT: Yeah. No, I'm very happy about that.

MR. BETTINGER: -- are at issue.

THE COURT: I'm actually interested in the claims and prior art references. What's the volume of --

MR. BETTINGER: There's over 200 claims at issue; and I don't have the number of prior art references, but with 20 patents, my guess would be well over 200 prior art references.

MR. VERHOEVEN: Your Honor, if I might. We're the defendant. We have counterclaims. We have asserted patents in response basically to the patents that have been asserted against us. We would be completely amenable to reducing -- working with them and reducing the number of patents in this case.

As we all know, we're not going to be trying 20 patents

and, you know, we're happy to cut them down on both sides, claims and counterclaims, in a reciprocal manner to something that would be manageable.

I don't have a recommendation. I can't tell you what to do, but I certainly would be happy to work with the other side to get this down to, you know, a fraction of the number of patents, something that could actually be tried.

And by the same token, the number of terms as provided for by the local rules makes imminent sense. It doesn't make sense to try and construe 150 terms. It makes sense to force the parties to decide what matters. And right now you've got a list of 10 terms that the parties have said are dispositive one way or the other. So you've got the important terms.

It looks to me like the parties have picked one term from each different patent, so there's 10 different patents already set up for a *Markman* hearing.

My suggestion would be to keep that train going -- you can bet your bottom dollar they picked their best patents for those terms -- and go and either order the parties to reduce the number of patents or order the parties to meet and confer and limit the number of claims that can be asserted. You know, in Texas they do I think it's 10. That would force the parties to make some decisions here.

We're perfectly happy to reduce. And we need to defend ourselves and 10 patents were asserted against us, Your Honor,

and we're a large company and think that we're much more innovative and much earlier than the plaintiff in this case, and we want to -- so we have to defend ourselves, but that doesn't mean we have to have some unreasonable, unmanageable case.

And if the plaintiff Huawei is willing to make its case a reasonable size, I can tell you that we would follow suit.

THE COURT: Okay.

MR. BETTINGER: Your Honor, this brings us back to the discussion we had early on at the first case management conference.

THE COURT: You want to do FRAND first.

MR. BETTINGER: Well, wait. But this is a FRAND case. You can't really limit the patents. They're standard essential patents. So if you take three, what are you going to do? Take another three and another three?

And so when both parties have come to the table and said, *We agree you have FRAND patents and we need a license,* both parties have said that, that's why courts will, in order to manage a situation like this, will get to the point of, *Okay, let's figure out the FRAND rate.* We don't have to get into the individual patents that way. Both sides have acknowledged the other side has valid standard essential patents that you need to license. There is no dispute in this record on that.

And so the management of the case, which I think

Your Honor heard plenty of argument on and kind of, *Well, I'm going to go this route for now and see,* it's maybe becoming more clear as you go down the road we've chosen, there is no end in sight. Because if you limit the claims, the other party is entitled to continue bringing standard essential patents.

And it's admitted they're essential. Samsung does not say, *No, you know, we don't need a license to those.* They've already told us we need a license. We said, *We need a license to yours. Let's figure out the rate.* If we can get to that point of figuring out the rate, this case goes away.

And it's -- there's Ninth Circuit authority for it. We saw how Judge Robart did it out of the Western District of Washington. We've seen how it was done in the *Nvidia* case in Chicago where courts will, in order to resolve this case in a manageable way, just say, *Look, parties, you both agree you need a license. Let's figure out what the rate will be.*

And then that discovery is very focused. Look at the portfolios for both parties. What is the relative value of the -- you hear from experts as to the relative value of those portfolios, and you get to a rate and the case goes away.

THE COURT: All right. But we don't have all those other -- the worldwide patents that are here. We've got a slice of what is a dispute that's going on in how many different courts or jurisdictions around the world?

MR. BETTINGER: Right, but the Court --

THE COURT: There's a lot.

MR. BETTINGER: There is, but there has to be a -- there had to be some nexus. So there are patents that have been asserted, but the Court can certainly determine worldwide rates -- it's been done in a number of cases -- and impose those on the parties because it does go to an overall portfolio. And that's what you're looking at.

If the Court wants to just look at U.S. patents, that can be done as well. It seems more efficient and I believe at the end of the day the parties would agree you may as well just do worldwide rates if we're going to have a Court that would decide that.

MR. VERHOEVEN: May I respond?

THE COURT: Yeah. Go ahead.

MR. VERHOEVEN: So it seems like every time we get up to talk about case schedule, we hear the same argument. Your Honor already heard --

THE COURT: It's not a bad argument, though.

MR. VERHOEVEN: Well, Your Honor, again, as Your Honor noted when we argued it when it was noticed instead of having been brought up with no notice, it would be insanity for these parties to have a judge set all the terms on a complex worldwide 10-year license, or however many years it is, with different products in different jurisdictions, terms -- this is not just set a rate and the parties have agreed to everything

else. This is we don't have anything. We don't have an agreement. We don't have a template.

If you look at the cases, in the Robart case, that was stipulated. The parties stipulated to it. In the case with *Nokia* that they referred to -- I'm going off the top of my head here because we don't have briefing -- that was an extension agreement. So all the terms were in place.

There's no way that we would expect a jury, much less this Court, to learn all these different technologies, make assessments of what their value is, make assessments of what the different patents are one versus the other and decide.

As I said before, Your Honor, one of the things -- the reason why it is quintessentially a private-party negotiation and not a court-ordered contract is because the parties have to make business judgments. They have to say, *Where do I think it's going to go? Where do I think the market is going to go?* And they decide on different terms depending on their picks and their predictions.

And they have to decide on the term of the entire agreement, and that may be based on their judgment of what the life cycle of certain technology is going to be. And they could be wrong or they could be right. That's business. It's not for the Court to make those business judgments, and it would be totally inappropriate to do that.

It would also be -- we would be in no man's land because

these cases they cited have not been these circumstances here. There have been cases that were manageable or the parties said, *Okay. We're going to stipulate. Let's do this one issue*, presumably because that's the only issue they really had. But here we don't have that, Your Honor.

Let's not forget that they're essentially asking to put the cart before the horse as Your Honor noted. I mean, a license is a remedy. First you have to prove that the patents are valid, you have to prove that they're infringed, and you have to prove that they're standard essential patents.

Now --

THE COURT: So let me cut you off because I'm not going to be making that determination -- remaking that determination right now. I am -- we're going to continue down the road that we've started. I am going to be thinking about how -- what is the smartest way ultimately to try this case.

So with respect to that, I know you want to say something but I want to say something first.

MR. BETTINGER: Well, I hope -- no, I don't need to say anything.

THE COURT: Okay. Then I'll give you an opportunity.

MR. BETTINGER: Sure.

THE COURT: But it seems to me two things. One is that for the claim construction, I'm doing 10 terms and I'm doing it as we set it out, and you've laid out your most -- I

assume your most important terms that you want to get a read on anyway. So we're going to do that.

But I do want you to reduce claims and prior art references. And so in the -- some wise people had and rejected -- taken away the notion of starting off with 10 terms per patent, 32 for -- 10 claims per patent with a total of 32 and 12 prior art references per patent, a total of 40, and then reducing that to a final election.

You guys are familiar with that formula. I don't know whether that's wise or unwise with respect to this, but I want a case that I'm going to be able to try in a couple of weeks. That's what I want.

MR. VERHOEVEN: Understood, Your Honor. And, of course, there are templates for this. The Eastern District of Texas has a procedure. I don't know if that's what you're reading from. There's other procedures that are available.

THE COURT: So what I want you to do is to sit down with each other and say, *Okay. Assume that this judge is going to make us try the case the way that he set it out.* I'm not going to do FRAND first. We're just going to do this case that's in front of us. What is the most efficient way that we can try the case in two weeks?

MR. VERHOEVEN: Understood, Your Honor.

THE COURT: Or thereabouts.

MR. BETTINGER: So if you don't do FRAND, how would

you envision doing damages?

THE COURT: Well, you're not going to be trying -- we're not going to be trying 20 patents. Can you imagine -- I mean, you guys have experience and I've had experience with Mr. Johnson, who's a wonderful trial lawyer, but you can't get the -- keep a jury's interest in what you're talking about for more than a couple of weeks. It's very complicated, and you should know better than anybody else how to simplify this.

But if you can't -- so I want you to try to do that. If you can't do it within two weeks -- why don't you in two weeks give me your proposal on how you're going to reduce claims and try the case without doing FRAND first. Just you can footnote that you think it's a terrible idea, but give me otherwise your best idea.

And then either you've agreed or I'll try and sort it out, but we've really -- I've got to get this shaped up, and I should have done it before but we're going to do it now. Okay?

MR. VERHOEVEN: Thank you, Your Honor.

I did have one housekeeping matter that I've also spoken to counsel about.

THE COURT: Okay.

MR. VERHOEVEN: Both Mr. Johnson and myself have had dates set by other courts that conflict now with the July 21st date for the *Markman*.

THE COURT: Okay.

MR. VERHOEVEN: And so if it is acceptable to the Court, we'd like to move that slightly. I did notice that Your Honor is dark from the 24th, the following Monday, until the 4th of August.

THE COURT: Yes, that's true.

MR. VERHOEVEN: All right. So perhaps August 11th with the caveat that, of course, counsel needs to check with --

MR. BETTINGER: I was just approached in the hallway before the hearing and amenable to looking into it.

THE COURT: Okay. The 11th does work for me, so just figure out whether that works for you; and if that doesn't, the dates that it appears I'm dark, I definitely will be hiking up in the Sierra somewhere so I will not be here.

MR. BETTINGER: All right.

MR. VERHOEVEN: Thank you, Your Honor.

MR. BETTINGER: Thank you.

THE COURT: Is there anything else that we need, Mr. Johnson?

(Counsel conferring.)

MR. VERHOEVEN: Oh, I should -- Mr. Johnson correctly reminded me. Just so you know, Your Honor, you have a tutorial on the 14th of July. I'm not sure if that's going to be too far away from the *Markman* hearing.

THE COURT: You don't think I'll be able to remember?

MR. VERHOEVEN: Well, no, I'm not saying that.

THE COURT: It's possible actually.

MR. VERHOEVEN: I just wanted to point that out.

THE COURT: Yeah.

MR. VERHOEVEN: We're perfectly happy keeping it on that date. We're available on that date.

THE COURT: So, then, check out the 7th for the tutorial, August 7th. Just do it with your clients. And if that doesn't work, then we can figure something out.

I don't -- are you -- is the 21st a one-day event for the two of you or is it a trial?

MR. VERHOEVEN: I have an ITC trial, a two-week trial, at least that's what the ALJ says, that will take me out until the first week in August.

THE COURT: So starting on the 17th, basically?

MR. VERHOEVEN: It starts -- it starts -- I'm trying to remember off the top of my head. I think it starts the Monday after the 21st, but I have to be there to prepare for trial on the 21st, Your Honor.

And then the first week in August I understand you're dark, so --

THE COURT: Okay. All right. Well, so -- and you can propose -- if those dates -- if the 7th and 11th of August don't work, just get together proposed dates and then I'll tell you whether they work or not.

MR. BETTINGER: All right.

MR. VERHOEVEN: Thank you, Your Honor.

MR. BETTINGER: Thank you for your time, Your Honor.

THE COURT: Thank you very much.

(Proceedings adjourned at 3:46 p.m.)

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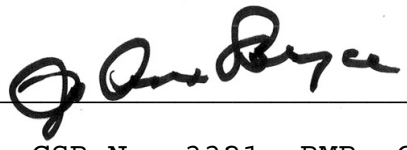
CERTIFICATE OF REPORTER

I certify that the foregoing is a correct transcript from the record of proceedings in the above-entitled matter.

DATE: Friday, April 21, 2017



Jo Ann Bryce, CSR No. 3321, RMR, CRR, FCRR
U.S. Court Reporter